**SUPPLEMENTARY CONDITIONS to OWNER and CONTRACTOR AGREEMENT**

**NOTICE:**

The following supplements modify and are to be used in conjunction with the Standard Form of Agreement Between Owner and Contractor, AIA Document A101 - 2017. These Supplementary Conditions supersede and take precedence over those portions of the Standard Form of Agreement Between Owner and Contractor which are added to, deleted from, or otherwise modified herein. Unaltered portions of AIA A701 - 1997, shall remain in effect.

**ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement shall be set forth in a Notice to Proceed issued by the Owner.

**ARTICLE 4, CONTRACT SUM**

**4.5**: Liquidated Damages will be included as provided by Section 9.11.1 of the Supplementary Conditions to the contract.

**ARTICLE 5, PROGRESS PAYMENTS**

**5.1.1** Applications for Payment shall be submitted on University of Idaho, Facilities Standard Application for Payment forms. An initial application for payment form will be provided by the Owner to the Contractor at the execution of the Agreement.

**5.1.3** Thirty days will be allowed for payments by the Owner.

**5.1.7 Retainage**

**5.1.7.1** Retainage shall be 5% for work completed and material suitably stored.

**5.1.7.2** No reduction in the Retainage will be allowed prior to final completion without written approval of the Owner and consent of surety for partial release of Retainage.

Add the following paragraph 5.1.10:

**5.1.10**: The Contractor shall not be allowed to withhold more Retainage from a subcontractor or supplier than retained from their portion of the work.

**ARTICLE 8, MISCELLANEOUS PROVISIONS**

**8.7** Other Provisions:

**8.7.1** Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**8.7.2** Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

**ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS**

At paragraph 9.1.5, after the word “Drawings”, delete the subtitles “Section”, “Title” and “Date”, and insert in their place the following:

**“Refer to attached contract Exhibit A titled “Enumeration of Contract Drawings and Specifications”**.

At paragraph 9.1.6, after the word “Drawings”, delete the subtitles “Section”, “Title”, “Date” and “Pages”, and insert in their place the following:

**“Refer to attached contract Exhibit A titled “Enumeration of Contract Drawings and Specifications”.**

END OF SUPPLEMENTARY CONDITIONS TO OWNER and CONTRACTOR AGREEMENT